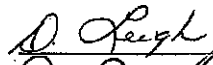
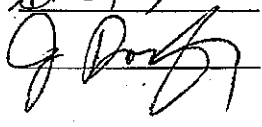


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**PREAMBLE**

Pursuant to the provisions of RCW 41.06 and 41.80, this Agreement is made and entered into by the State of Washington, referred to as the "Employer," and the Service Employees International Union District 1199 NW referred to as the "Union." The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

Tentative Agreement, August 3, 2006

Employer   
Union 

1 **PURPOSE**

2

3 The purpose of this Agreement is to facilitate the achievement of the mutual goal of  
4 providing quality health care by maintaining fair and reasonable employment conditions  
5 and by promoting effective methods for prompt adjustment of differences,  
6 misunderstandings and disputes.

7

Tentative Agreement, August 2, 2006

Employer D. Leigh

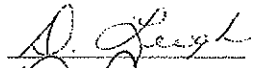
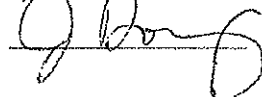
Union J. Dwyer

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**ARTICLE 1**  
**NON-DISCRIMINATION**

Under this Agreement, neither party will discriminate against nurses on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, or any real or perceived sensory, mental or physical disability, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section. The Employer and the Union agree to support and encourage diversity in the workplace and prevent all forms of discrimination.

Tentative Agreement, August 2, 2006

Employer   
Union 

## 1

## 2

4     **2.1**     The Employer recognizes the Union as the exclusive bargaining representative for  
5             all registered nurses in the bargaining units described in Appendix A, entitled  
6             "Bargaining Units Represented by the Service Employees International Union,  
7             District 1199 NW," but it does not cover any statutorily excluded positions or any  
8             positions excluded in Appendix A. The titles of the jobs listed in Appendix A are  
9             listed for descriptive purposes only. This does not mean that the jobs will  
0             continue to exist or be filled.

12     **2.2**     If, during the term of this Agreement the Public Employment Relations  
13             Commission (PERC) certifies the Union as the exclusive representative for  
14             another bargaining unit in general government, the terms of this Agreement shall  
15             apply.

Tentative Agreement, August 2, 2006

Employer

Union

*D. Leigh*  
*J. Porb*

**ARTICLE 3**  
**DUES DEDUCTION**

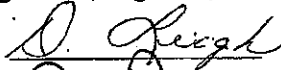
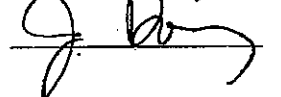
**3.1 Agency Shop**

In accordance with RCW 41.80.100, the bargaining units described in Appendix A, entitled "Bargaining Units Represented by the Service Employees International Union, District 1199 NW, AFL-CIO," shall continue to have an agency shop provision. All nurses covered by this Agreement shall, as a condition of their employment, either become members of the Union and pay membership dues or, as non-members, pay a fee as described in Subsections A, B, and C below, no later than the 30<sup>th</sup> day following the beginning of employment.

A. Nurses who choose not to become union members must pay to the Union an agency shop fee equal to the amount required to be a member in good standing of the Union.

B. A nurse who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are a member, shall make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the nurse's conscience. Such nurses will not be members of the Union, but are entitled to all of the representational rights of union members.

C. The Union shall establish a procedure that any nurse who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses, rather than the full membership fee.

1 D. The Employer will inform new, transferred, promoted, or demoted nurses  
2 prior to appointment into positions included in the bargaining unit(s) of  
3 the Union's exclusive recognition and that an agency shop exists as a  
4 condition of employment. The Employer shall furnish nurses appointed  
5 into bargaining unit positions with a dues authorization form.  
6

7 E. If a nurse fails to meet the conditions outlined above, the Union will notify  
8 the Employer and inform the nurse that his or her employment may be  
9 terminated.  
10

11 F. When a nurse provides written authorization to the Employer, the Union  
12 has the right to have deducted from the nurse's salary, an amount equal to  
13 the fees or dues required to be a member of the Union.  
14

15 **3.2 Dues Cancellation**

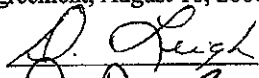
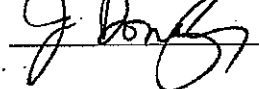
16 A nurse may cancel his or her payroll deduction of dues by written notice to the  
17 Employer and the Union. The cancellation will become effective on the second  
18 payroll after receipt of the notice. However, the cancellation may cause the nurse  
19 to be terminated, subject to Subsection 3.1.E, above.  
20

21 **3.3 Indemnification**

22 The Employer shall be held harmless by the Union and nurses for compliance  
23 with this Article and any issues related to the deduction of dues and fees.  
24

25 **3.4 Nurse Status Report**

26 A. On a quarterly basis, the Employer will provide to the Union a list of all  
27 nurses in the bargaining units. The written list shall contain the personnel  
28 area code, nurse's name, nurse personnel number, mailing address, job  
29 classification title, facility, employment status, and personnel sub code.  
30

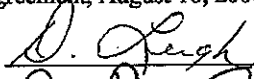
1 B. On a monthly basis, the Employer will provide the Union with a list of all  
2 nurses who have been appointed to, separated from, or promoted out of the  
3 bargaining units. The written list will contain the personnel area code,  
4 nurse's name, nurse personnel number, mailing address, job classification  
5 title, facility, employment status, personnel sub- code and effective date  
6 of the action.

7  
8 C. The Union shall maintain the confidentiality of all nurses' mailing  
9 addresses.

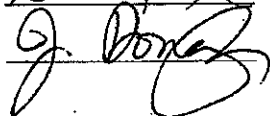
Tentative Agreement, August 16, 2006

3

Employer



Union



**ARTICLE 4**  
**UNION ACTIVITIES**

**4.1 Union Representatives**

A. The Union will provide the Employer with a written list of union representatives. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Union representatives may have access to the Employer's offices or facilities in non-work areas, as approved by the Employer, to carry out representational activities. The representatives will notify local management prior to their arrival and will not interfere with or disturb nurses in the performance of their work during working hours, nor interfere with patient care or the normal operations of the agency. The union representative may meet with bargaining unit nurses in non-work areas during the nurses' meal periods, rest periods, and before and after their shifts.

**4.2 Union Delegates/Union Officers**

A. The Union will provide the Employer with a written list of current union delegates and union officers. The Union will maintain the list. The Employer will not recognize a nurse as a union delegate or officer if his or her name does not appear on the list.

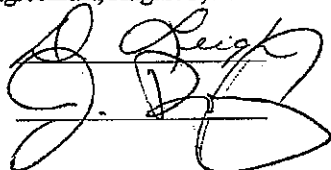
B. Union delegates and officers will be granted reasonable time during their normal working hours to investigate and process grievances in accordance with Article 32, Grievance Procedure. In addition, Union delegates and officers will be released during their normal working hours to attend meetings scheduled by management within the delegate's/officer's office or facility for the following representational activities:

Tentative Agreement, August 3, 2006

1

Employer

Union

The block contains two handwritten signatures. The first signature, positioned above the 'Employer' label, is written in dark ink and appears to be 'J. Leigh'. The second signature, positioned above the 'Union' label, is also in dark ink and is more stylized, possibly reading 'J. D. [unclear]'. Both signatures are written over horizontal lines.



1  
2 1. Grievance meetings, including attempts at informal resolution, in  
3 accordance with Article 32, Grievance Procedure.

4  
5 2. Investigatory interviews (in potential disciplinary matters), in  
6 accordance with Article 24, Discipline.

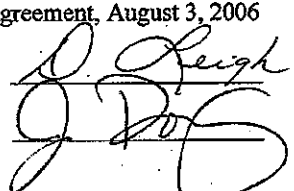
7  
8 The union delegate or officer will obtain approval from his or her  
9 supervisor before attending any meeting. Notification will include the  
10 approximate amount of time the delegate or officer expects the activity to  
11 take. Any agency business requiring the delegate's or officer's immediate  
12 attention will be completed prior to attending the meeting. Attendance at  
13 meetings during the union delegate's or officer's non-work hours will not  
14 be considered as time worked. Union delegates and officers may not use  
15 state vehicles to travel to and from a work site in order to perform  
16 representational activities.

17  
18 C. If the amount of time a union delegate or officer spends performing  
19 representational activities is affecting his or her ability to accomplish  
20 assigned duties, the Employer will not continue to release the delegate or  
21 officer and the Union will be notified.

22  
23 **4.3 Use of State Facilities, Resources and Equipment**

24 **A. Meeting Space and Facilities**

25 The Union may be permitted to use an Employer meeting room to hold a  
26 meeting based on availability of the space and with prior written  
27 authorization of the agency.

Handwritten signatures of the Employer and Union representatives. The Employer's signature is written over the line next to 'Employer' and the Union's signature is written over the line next to 'Union'.

1       B.   Supplies and Equipment

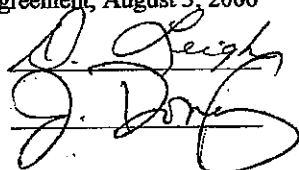
2           The Union and its membership will not use state-purchased supplies or  
3           equipment to conduct union business or representational activities. This  
4           does not preclude the use of the telephone for representational activities if  
5           there is no cost to the Employer, the call is brief in duration and it does not  
6           disrupt or distract from agency business.

7  
8       C.   E-mail, Fax Machines, the Internet, and Intranets

9           Union delegates, officers and members may utilize state owned/operated  
10          equipment to communicate with the Union and/or the Employer for the  
11          exclusive purpose of administration of this Agreement. Such use will:

- 12  
13          1.     Result in little or no cost to the Employer;  
14  
15          2.     Be brief in duration and frequency;  
16  
17          3.     Not interfere with the performance of their official duties;  
18  
19          4.     Not distract from the conduct of state business;  
20  
21          5.     Not disrupt other state employees and will not obligate other  
22                  employees to make a personal use of state resources; and  
23  
24          6.     Not compromise the security or integrity of state information or  
25                  software.

26  
27          The Union and its union delegates or officers will not use the above-  
28          referenced state equipment for Union organizing, internal Union business,  
29          advocating for or against the Union in an election or any other purpose

The block contains two handwritten signatures. The top signature is for the Employer and the bottom signature is for the Union. Both signatures are in dark ink and appear to be cursive or stylized. The Employer's signature is written over the word 'Employer' and the Union's signature is written over the word 'Union'.

1 prohibited by the Executive Ethics Board. Communication that occurs  
2 when using state-owned equipment is the property of the Employer.  
3

4 **4.4 Bulletin Boards**

5 The Employer will maintain bulletin board(s) or space on existing bulletin boards  
6 currently provided to the Union for union communication. Material posted on the  
7 bulletin board will be appropriate to the workplace, politically non-partisan, in  
8 compliance with state ethics laws, and identified as union literature. Union  
9 communications may not be posted in any other location in the agency.  
10

11 **4.5 Time Off for Union Activities**

12  
13 A. Conventions and Conferences

14 Union-designated nurses may be allowed time off without pay to attend  
15 union-sponsored conventions or conferences. Approval for the time off  
16 must be approved in advance of the absence. Approval will not be granted  
17 if the absence interferes with the Employer's ability to provide coverage  
18 during the requested time off or the operating needs of the agency cannot  
19 be met.  
20

21 B. Training and Executive Board Meetings

22 Union delegates will be allowed time off without pay to attend a one (1)  
23 day union training session that will occur annually, if the Employer is able  
24 to provide coverage that does not incur overtime and the operating needs  
25 of the agency can be met.  
26

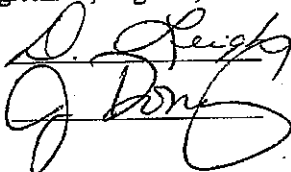
27 Union executive board members will be allowed time off without pay to  
28 attend monthly executive board meetings if the Employer is able to  
29 provide coverage that does not incur overtime and the operating needs of  
30 the agency can be met.

Tentative Agreement, August 3, 2006

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Employer

Union

The image shows two handwritten signatures. The top signature is for the Employer and the bottom signature is for the Union. Both signatures are written in dark ink and are somewhat stylized.

1  
2 C. Nurses may use accumulated compensatory time or vacation leave instead  
3 of leave without pay for both A. and B. above. However, nurses must use  
4 compensatory time prior to their use of vacation leave, unless the use  
5 would result in the loss of their vacation leave.

6  
7 D. The Union will give the Employer a written list of the names of the nurses  
8 it is requesting attend the above-listed activities, at least fourteen (14)  
9 calendar days prior to the activity.

10  
11 **4.6 Temporary Employment With the Union**

12 With thirty (30) calendar days' notice, unless agreed otherwise, nurses may be  
13 granted leave without pay to accept temporary employment with the Union of a  
14 specified duration, not to exceed twelve (12) weeks, provided the nurse's time off  
15 will not interfere with the operating needs of the agency. The parties may agree  
16 to an extension of leave without pay up to an additional twelve (12) weeks. For  
17 leaves of up to twelve (12) weeks duration, the nurse will be returned to their  
18 same position. For leaves of more than twelve (12) weeks duration, the returning  
19 nurse will be employed in a position in the same job classification and the same  
20 geographical area, as determined by the Employer.

21  
22 **4.7 New Employee Orientation**

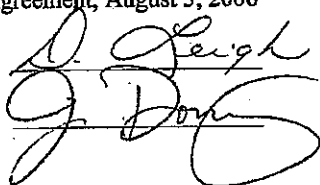
23 When an agency provides a formal new employee orientation program and there  
24 are bargaining unit nurses present, the Union will be given an opportunity to have  
25 a union delegate/officer or designee or union representative speak to the class for  
26 not more than thirty (30) minutes to provide information about the Union and the  
27 master agreement. The union delegate/officer must be from the same  
28 office/facility where the new employee orientation program is being conducted,  
29 unless the union delegate/officer or designee is presenting during his or her off-  
30 duty time.

Tentative Agreement, August 3, 2006

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Employer

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4 **ARTICLE 5**  
5 **HOURS OF WORK**

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9 **5.1 Definitions**

10  
11 A. Full-time Nurses

12 Nurses who are regularly scheduled to work an average of forty (40) hours  
13 per workweek or eighty (80) hours within a fourteen (14)-day work  
14 period. This includes full-time nurses who work at a Department of  
15 Social and Health Services institution.

16 B. Overtime-Eligible Position

17 An overtime-eligible position is one that is assigned duties and  
18 responsibilities that meet the criteria for overtime coverage under federal  
19 and state law.

20 C. Overtime-Exempt Position

21 An overtime-exempt position is one that is assigned duties and  
22 responsibilities that do not meet the criteria for overtime coverage under  
23 federal and state law.

24 D. Part-time Nurses

25 Nurses who are scheduled to work less than an average of forty (40) hours  
26 per workweek.

27 E. Scheduled Nurses

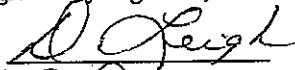
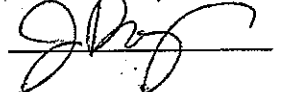
28 Overtime-eligible nurses who work in positions that normally require set  
29 start and end time, such as positions that normally require shift coverage  
30 for more than one (1) work shift.

Tentative Agreement, August 17, 2006

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F. Non-Scheduled Nurses

Overtime-eligible nurses whose conditions of employment may necessitate adjustment of normal work hours by the nurses when work requirements call for varying the schedule to complete duties within the forty (40) hour workweek or eighty (80) hours within a fourteen (14) day work period, as agreed to by the supervisor prior to deviating from their normal work hours.

G. Workday

One of seven (7) consecutive, twenty-four (24) hour periods in a workweek or fourteen (14)-day work period.

H. Work Schedules

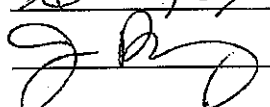
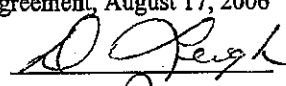
Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business, program and customer service needs, as long as the work schedules meet federal and state laws.

I. Work Shift

The hours a nurse is scheduled to work each workday.

J. Workweek

A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive, twenty-four (24) hour periods, as designated by the appointing authority. Nurses will receive written notification from their appointing authority of any change in their workweek.



1   **5.2   Determination**

2       The Employer shall determine whether a position is overtime-eligible or  
3       overtime-exempt in accordance with Federal and State laws. In addition, the  
4       Employer will determine if an overtime-eligible position is a scheduled or non-  
5       scheduled position.

6  
7   **5.3   Overtime-Eligible Nurses**

8       A.   Regular Work Schedules

9       The regular work schedule for overtime-eligible nurses shall not be more  
10      than forty (40) hours in a workweek or eighty (80) hours within a fourteen  
11      (14) day work period, with starting and ending times as determined by the  
12      requirements of the position and the Employer. The Employer may adjust  
13      the regular work schedule with prior notice to the nurse.

14  
15      The Employer will determine the number of nurses needed on each day  
16      and on each shift. Workweek schedules for nurses will take into  
17      consideration community scheduling practices to allow for a variety of  
18      workweek schedules that fit the regional office or facility. Such work  
19      schedules may include, but not be limited to, one of the following: every  
20      other weekend off, five (5) consecutive workdays followed by two (2)  
21      days off, or some other alternate work schedule as provided in Subsection  
22      B, below. A weekend is defined as Saturday, Sunday or both. The  
23      Employer will provide an opportunity for nurse input and will consider  
24      nurse preferences related to the distribution of workdays and days off,  
25      including weekend preferences. A nurse will not normally be scheduled to  
26      work ten (10) consecutive calendar days without his or her consent.

27  
28      B.   Alternate Work Schedules

29      Workweeks and work shifts of different numbers of hours may be  
30      established for overtime-eligible nurses by the Employer in order to meet

Tentative Agreement, August 17, 2006

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Employer

Union

The block contains two handwritten signatures. The top signature, for the Employer, is written in dark ink and appears to be "D. Leigh". The bottom signature, for the Union, is also in dark ink and is more stylized, possibly reading "J. [unclear]". Both signatures are written over horizontal lines.

1 business, program and customer service needs, as long as the alternate  
2 work schedules meet federal and state laws.

3  
4 C. Temporary Schedule Changes

5 Nurses' workweeks and/or work schedules may be temporarily changed  
6 with prior notice from the Employer. A temporary schedule change is  
7 defined as a change lasting thirty (30) calendar days or less. Overtime-  
8 eligible nurses shall receive three (3) calendar days' written notice of any  
9 temporary schedule change. The day that notification is given is  
10 considered the first day of notice. Adjustments in the hours of work of  
11 daily work shifts during a workweek do not constitute a temporary  
12 schedule change.

13  
14 D. Permanent Schedule Changes

15 Nurses' workweeks and work schedules may be permanently changed  
16 with prior notice from the Employer. Overtime-eligible nurses shall  
17 receive seven (7) calendar days' written notice of a permanent schedule  
18 change, unless the Employer and the nurse agree to a different notice  
19 period. The day notification is given is considered the first day of notice.  
20 Adjustments in the hours of work of daily work shifts during a workweek  
21 do not constitute a permanent schedule change. The Employer will not  
22 cancel a nurse's vacation leave that was approved prior to a permanent  
23 change in a work schedule, except as provided in Article 16.6.

24  
25 E. Emergency Schedule Changes

26 The Employer may temporarily adjust an overtime-eligible nurse's  
27 workweek and work schedule without prior notice in emergencies or  
28 unforeseen operational needs.  
29  
30

Tentative Agreement, August 17, 2006

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Employer

Union



1 F. Nurse-Requested Schedule Changes  
2 Overtime-eligible nurses' workweeks and work schedules may be changed  
3 at the nurse's request and with the Employer's approval, provided the  
4 Employer's business, program and customer service needs are met and no  
5 overtime expense is incurred.  
6

7 G. Work Schedules  
8 Monthly work schedules will be posted one (1) month in advance.  
9

10 **5.4 Telecommuting**

11 The Departments of Health and Social and Health Services agree to continue to  
12 abide by their agency policy on telecommuting.  
13

14 **5.5 Overtime-Eligible Unpaid Meal Periods**

15 The Employer and the Union agree to unpaid meal periods that vary from and  
16 supersede the unpaid meal period requirements required by WAC 296-126-092.  
17 Unpaid meal periods for nurses working more than five (5) consecutive hours, if  
18 entitled, will be a minimum of thirty (30) minutes and shall be scheduled as close  
19 to the middle of the work shift as possible. When a nurse's unpaid meal period is  
20 interrupted by work duties, the nurse will be allowed to resume his or her unpaid  
21 meal period following the interruption, if possible, to complete the unpaid meal  
22 period. In the event a nurse is unable to complete the unpaid meal period due to  
23 operational necessity, the nurse shall be entitled to compensation, which will be  
24 computed based on the actual number of minutes worked within the unpaid meal  
25 period. Meal periods may not be used for late arrival or early departure from  
26 work and meal and rest periods shall not be combined.  
27

28 **5.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules**

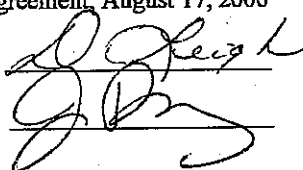
29 The Employer and the Union agree to paid meal periods that vary from and  
30 supersede the paid meal period requirements of WAC 296-126-092. Nurses

Tentative Agreement, August 17, 2006

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Employer

Union



1 working straight shifts will not receive a paid meal period, but will be permitted  
2 to eat intermittently as time allows during their shifts while remaining on duty.  
3 Paid meal periods for nurses on straight shifts do not require relief from duty.  
4

5 **5.7 Overtime-Eligible Rest Periods**

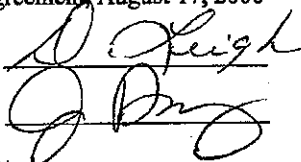
6 The Employer and the Union agree to rest periods that vary from and supersede  
7 the rest periods required by WAC 296-126-092. Nurses shall be allowed rest  
8 periods of fifteen (15) minutes for each one half (1/2) shift of four (4) or more  
9 hours worked at or near the middle of each one half (1/2) shift of four (4) or more  
10 hours. Rest periods do not require relief from duty. Where the nature of the work  
11 allows nurses to take intermittent rest periods equivalent to fifteen (15) minutes  
12 for each half shift, scheduled rest periods are not required. Rest periods may not  
13 be used for late arrival or early departure from work and rest and meal periods  
14 shall not be combined.  
15

16 **5.8 Overtime-Exempt Nurses**

17 Overtime-exempt nurses are not covered by federal or state overtime laws.  
18 Compensation is based on the premise that overtime-exempt nurses are expected  
19 to work as many hours as necessary to provide the public services for which they  
20 were hired. These nurses are accountable for their work performance, and for  
21 meeting the objectives of the agency for which they work. The Employer's policy  
22 for all overtime-exempt nurses is as follows:  
23

24 A. The Employer determines the products, services, and standards that must  
25 be met by overtime-exempt nurses.  
26

27 B. Overtime-exempt nurses are expected to work as many hours as necessary  
28 to accomplish their assignments or fulfill their responsibilities and to  
29 complete work assignments by specific deadlines. Overtime-exempt



1 nurses may be required to work specific hours to provide services, when  
2 deemed necessary by the Employer.

3  
4 C. The salary paid to overtime-exempt nurses is full compensation for all  
5 hours worked.

6  
7 D. Overtime exempt nurses' salary includes straight time for holidays. An  
8 overtime exempt nurse whose employer requires him or her to work on a  
9 holiday will be paid at an additional rate of one and one-half times the  
10 nurse's salary for time worked.

11  
12 E. With prior approval, appointing authorities or designee will approve  
13 overtime-exempt nurses' accrual of exchange time for extraordinary or  
14 excessive hours worked. Exchange time may be accrued at straight time  
15 to a maximum of forty (40) hours. Exchange time has no cash value and  
16 cannot be transferred between agencies.

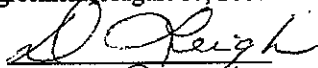
17  
18 F. If they give notification and receive the Employer's concurrence,  
19 overtime-exempt nurses may alter their work hours. Nurses are  
20 responsible for keeping management apprised of their schedules and their  
21 whereabouts.

22  
23 H. Prior approval from the Employer for the use of paid or unpaid leave for  
24 absences of two (2) or more hours is required, except for unanticipated  
25 sick leave.  
26

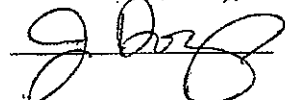
Tentative Agreement, August 17, 2006

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4 **ARTICLE 6**  
5 **OVERTIME**

6  
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8 **6.1 Definitions**

9 **A. Overtime**

10 Overtime is defined as time that an overtime-eligible nurse:

- 11 1. Works in excess of forty (40) hours per workweek or eighty (80)  
12 hours within a fourteen (14)-day period.  
13  
14 2. Works in excess of his or her scheduled work shift and the nurse is  
15 a scheduled nurse.

16 **B. Overtime Rate**

17 In accordance with the applicable wage and hour laws, the overtime rate  
18 will be one and one-half (1-1/2) of a nurse's regular rate of pay. The  
19 regular rate of pay will not include any allowable exclusions.

20 **C. Work**

21 The definition of work, for overtime purposes only, includes:

- 22 1. All hours actually spent performing the duties of the assigned job.  
23  
24 2. Travel time required by the Employer during normal work hours  
25 from one (1) work site to another or travel time prior to normal  
26 work hours to a different work location that is greater than the  
27 nurse's normal home-to-work travel time.  
28  
29 3. Vacation leave.

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1 4. Compensatory time.

2  
3 5. Holidays.

4  
5 6. Any other paid time not listed below.

6  
7 D. Work does not include:

8  
9 1. Shared leave.

10  
11 2. Leave without pay.

12  
13 3. Additional compensation for time worked on a holiday.

14  
15 4. Time compensated as standby, callback, or any other penalty pay.

16  
17 **6.2 Overtime-Eligibility and Compensation**

18 Nurses are eligible for overtime compensation under the following circumstances:

19  
20 A. Full-time overtime-eligible nurses who have prior approval and work  
21 more than forty (40) hours in a workweek or eighty (80) hours in a  
22 fourteen (14) day period shall be compensated at the overtime rate. A  
23 part-time overtime-eligible nurse whose workweek is less than forty (40)  
24 hours will be paid at his or her regular rate of pay for all work performed  
25 up to forty (40) hours in a workweek and paid at the overtime rate for  
26 authorized work of more than forty (40) hours in a workweek.

27  
28 B. Full-time overtime-eligible scheduled nurses who have prior approval and  
29 work more than their scheduled shift will be compensated at the overtime  
30 rate. A part-time overtime-eligible scheduled nurse will be paid at his or  
31 her regular rate of pay for all work performed up to forty (40) hours in a

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workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

### 6.3 Overtime Computation

Computation of overtime will be rounded upward to the nearest one tenth (1/10<sup>th</sup>) of an hour.

### 6.4 General Provisions

A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the nurses required to perform the work, and the duration of the work. Before requiring nurses to work overtime, the Employer will first attempt to meet its overtime requirements on a voluntary basis through the use of on-call, part-time, volunteers currently working, and callback. In the event there are not enough nurses volunteering to work, the supervisor may require nurses to work overtime. When overtime is required, it will be assigned to nurses on duty in inverse order of seniority, provided the nurses have the skills and abilities required of the position. A nurse can refuse to work a required overtime one (1) time per rotation. The nurse will remain on the list and will be required to work the next required overtime assignment. The inverse order will be re-established when the list has been exhausted, i.e. the nurse with the greatest seniority has worked his or her required overtime. A nurse who volunteers to work an overtime shift will have his or her name removed from the required overtime rotation for that cycle.

B. If a nurse was not offered overtime for which he or she was qualified, the nurse will be offered the next available overtime opportunity for which he or she is qualified. Under no circumstances shall a nurse be compensated for overtime that was not worked. There will be no pyramiding of overtime.

1   **6.5   Compensatory Time for Overtime-Eligible Nurses**

2       A.   Compensatory Time Eligibility

3           The Employer may grant compensatory time in lieu of cash payment for  
4           overtime to an overtime-eligible nurse, upon agreement between the  
5           Employer and the nurse. Compensatory time must be granted at the rate  
6           of one and one-half (1-1/2) hours of compensatory time for each hour of  
7           overtime worked.

8  
9       B.   Maximum Compensatory Time

10          Nurses may accumulate no more than eighty (80) hours of compensatory  
11          time.

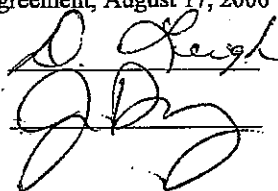
12  
13       C.   Compensatory Time Use

14          Nurses must use compensatory time prior to using vacation leave, unless  
15          this would result in the loss of their vacation leave. Compensatory time  
16          must be scheduled and used in the same manner as vacation leave, as in  
17          Article 16, Vacation Leave.

18  
19       D.   Compensatory Time Cash Out

20          All compensatory time must be used by June 30<sup>th</sup> of each year. If  
21          compensatory time balances are not scheduled to be used by the nurse by  
22          April of each year, the supervisor shall contact the nurse to review his or  
23          her schedule. The nurse's compensatory time balance will be cashed out  
24          every June 30<sup>th</sup> or when the nurse:

- 25  
26           1.       Leaves state service for any reason,  
27  
28           2.       Transfers to a position in his or her agency with different funding  
29           sources, or  
30

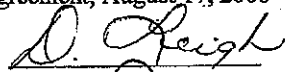
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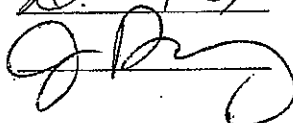
3. Transfers to another state agency.

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## ARTICLE 7

### TRAINING AND EMPLOYEE DEVELOPMENT

#### 7.1 General Provision

The Employer and the Union recognize the value and benefit of education and training designed to enhance nurses' abilities to perform their job duties. Training and employee development opportunities shall be provided to nurses in accordance with agency policies and available resources.

#### 7.2 Continuing Education and Professional Development

A. Because of the unique responsibilities of nursing, nurses will have an opportunity for continuing education that is job-related or relevant to nurse practice, upon completion of their probationary period. All nurses, upon request, will be allowed six (6) paid days off per calendar year to take educational courses that are job-related. Continuing education may be used on an hourly basis. Requests for additional release time may be granted at the Employer's discretion. Requests for release time for continuing education coursework are subject to the Employer's approval of course content and scheduling requirements. Unused release time will not be carried over from one (1) calendar year to the next.

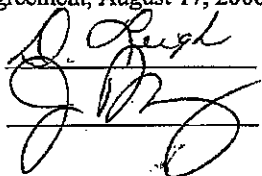
B. During the term of this Agreement, the Employer will assist in the payment of course tuition and registration fees, up to \$250 per permanent nurse and based on available funds, for continuing education and professional development programs. Such financial assistance will be subject to the Employer's approval of course content and verification of the nurse's attendance and completion of the course.

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1   **7.3   In-Service Training**

2       A.   Nurses will be notified of in-service training opportunities offered by their  
3           agency. When nurses are required to attend in-service training, it shall be  
4           considered time worked. Within available resources and staffing needs,  
5           the Employer will accommodate nurses' requests for in-service training.  
6

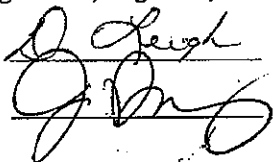
7       B.   The Department of Social and Health Services and the Department of  
8           Health will schedule one (1) nurse consultant in-service training during the  
9           term of the Agreement. The training will be contingent on available  
10          funds. Content will be based on the nurse consultants' learning needs and  
11          will be developed jointly by the Employer and the nurse consultants. The  
12          Employer will have final approval of the agenda.  
13

14   **7.4   Tuition Reimbursement**

15       A.   Agencies may approve full or partial tuition reimbursement, consistent  
16           with agency policy and within available resources.  
17

18       B.   Agencies will reimburse eligible nurses who provide proof of satisfactory  
19           completion of a course that was previously approved for tuition  
20           reimbursement.  
21

22       C.   Agency funds expended for tuition reimbursement will be limited to  
23           tuition or registration fees, and will not include textbooks, supplies or  
24           other school expenses.  
25

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**ARTICLE 8**  
**LICENSURE AND CERTIFICATION**

8.1 Nurses are expected to update and maintain any license and/or certification that is required as part of the minimum qualifications for their position. When the position requires any specialized license, including a driver's license, the nurse shall be responsible for the cost of the license and/or certification and for all renewal costs.

8.2 When the Employer requires a new license and/or certification, the Employer will reimburse the nurse for the initial cost of the new license and/or certification. Thereafter, the nurse shall be responsible for maintaining the license and/or certification and for all renewal costs.

8.3 Nurses will notify their appointing authority or designee if their license and/or certification has been restricted, revoked or suspended, within twenty-four (24) hours of the restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

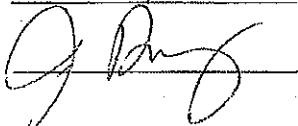
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**ARTICLE 9**  
**CLASSIFICATION**

**9.1 Classification Plan Revisions**

A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. Such notice will be provided utilizing the Department of Personnel Director's meeting agenda notice. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.

B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan.

**9.2 Position Review**

An individual nurse who believes that his or her position is improperly classified may request a review according to the following procedure:

A. The nurse and/or the nurse's immediate supervisor will complete and sign the appropriate form.

B. The supervisor will then send the completed form to the local Human Resources Office. The local Human Resources Office will review the completed form and make a decision regarding appropriate classification.

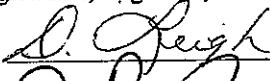

C. In the event the nurse disagrees with the reallocation decision of the agency, he or she may appeal the agency's decision to the Director of the Department of Personnel within twenty-one (21) calendar days of being provided the results of a position review or the notice of reallocation. The

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1 Director of the Department of Personnel will then make a written  
2 determination that will be provided to the nurse.

3  
4 D. The nurse may appeal the determination of the Director of the Department  
5 of Personnel to the Washington Personnel Resources Board within twenty-  
6 one (21) calendar days of being provided the written decision of the  
7 Director of the Department of Personnel. The board will render a decision  
8 that will be final and binding.

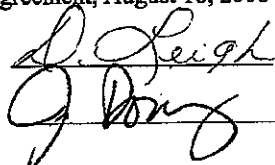
9  
10 E. The effective date of a reallocation resulting from a nurse's request for a  
11 position review is the date the request was filed with the local Human  
12 Resources Office.

13  
14 **9.3 Effect of Reallocation**

15 A. Reallocation to a Class With a Higher Salary Range Maximum

16 1. If the nurse has performed the higher-level duties for at least  
17 twelve (12) months and has the skills and abilities required of the  
18 position, the nurse will remain in the position and retain his or her  
19 existing appointment status.

20  
21 2. If the reallocation is the result of a change in the duties of the  
22 position and the nurse has not performed the higher-level duties for  
23 at least twelve (12) months, the position will be filled in  
24 accordance with Subsection 29.1 of Article 29, Hiring and  
25 Appointments. If the incumbent nurse is not selected for the  
26 position, or does not have the required skills and abilities, the  
27 layoff procedure specified in Article 27, Layoff and Recall, of this  
28 Agreement will apply. If the incumbent nurse is appointed to the  
29 position, he or she must serve a trial service period.

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1       B.     Reallocation to a Class with an Equal Salary Range Maximum

2           1.     If the nurse has the skills and abilities required of the position, the  
3                 nurse will remain in the position and retain his or her existing  
4                 appointment status.

5  
6           2.     If the nurse does not have the skills and abilities required of the  
7                 position, the layoff procedure specified in Article 27, Layoff and  
8                 Recall of this Agreement will apply.

9  
10       C.     Reallocation to a Class with a Lower Salary Range Maximum

11           1.     If the nurse has the skills and abilities required of the position and  
12                 chooses to remain in the reallocated position, the nurse will retain  
13                 his or her existing appointment status and has the right to be placed  
14                 on the agency's internal layoff list for the classification occupied  
15                 prior to the reallocation.

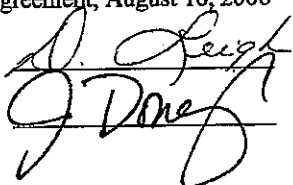
16  
17           2.     If the nurse chooses to vacate the position or does not have the  
18                 skills and abilities required of the position, the layoff procedure  
19                 specified in Article 27, Layoff and Recall of this Agreement will  
20                 apply.

21  
22    **9.4   Salary Impact of Reallocation**

23       A nurse whose position is reallocated will have his or her salary determined as  
24       follows:

25  
26       A.     Reallocation to a Class With a Higher Salary Range Maximum

27       Upon appointment to the higher class, the nurse's base salary will be  
28       increased to a step of the range for the new class that is nearest to five  
29       percent (5%) higher than the amount of the pre-promotional step.  
30



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B. Reallocation to a Class With an Equal Salary Range Maximum

The nurse retains his or her previous base salary.

C. Reallocation to a Class With a Lower Salary Range Maximum

The nurse will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. If the nurse's current salary exceeds the maximum amount of the salary range for the new position, the nurse will be compensated at the maximum salary of the new salary range.

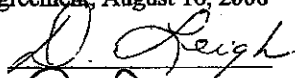
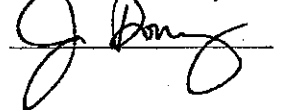
9.5 Decisions regarding appropriate classification will not be subject to the grievance procedure specified in Article 32 of this Agreement.

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**ARTICLE 10  
COMPENSATION**

**10.1 "N" Pay Range Assignments**

A. Effective July 1, 2007, each classification represented by the Union will be assigned to the salary range listed below of the "N1 Range Salary Schedule For Represented Nurses – Effective July 1, 2006 through June 30, 2007".

1. Registered Nurse 1	48EN
2. Registered Nurse 2	54N
3. Registered Nurse 3	58N
4. Nurse Practitioner	60N
5. Nursing Care Consultant	60N
6. Nursing Consultant, Institutional	60N
7. Nursing Consultant, Public Health	60N
8. Community Nurse Specialist	60N
9. Nursing Consultation Advisor	64N
10. Clinical Nurse Specialist	66N

Effective July 1, 2007, each nurse will continue to be assigned to the same step of the "N" Range Salary Schedule that he or she was assigned on June 30, 2007.

B. Effective July 1, 2007, the "N Range Salary Schedule Effective July 1, 2006 through June 30, 2007" will remain in effect.

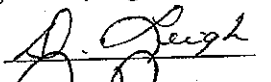
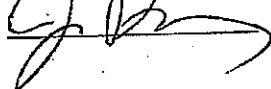
C. Effective July 1, 2007, all salary ranges and steps of the "N" Range Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix A, attached.

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1 D. Effective July 1, 2008, all salary ranges and steps of the "N" Range Salary  
2 Schedule which will become effective on July 1, 2007, will be increased  
3 by 2.0%, as shown in Compensation Appendix B, attached.  
4

5 E. Nurses who are paid above the maximum for their range on the effective  
6 dates of the increases described in Subsections B, C, and D above will not  
7 receive the specified increase to their current pay unless the new range  
8 encompasses their current rate of pay.  
9

10 **10.2 One-Time Payment**

11 Nurses who were insurance eligible for the month of June 2007 and are covered  
12 by the terms of this agreement July 1, 2007 will receive a one-time payment of  
13 seven hundred and fifty-six dollars (\$756.00). The payment will be dispersed on  
14 July 25, 2007.  
15

16 **10.3 Pay for Performing the Duties of a Higher Classification**

17 A. Nurses who are temporarily assigned the full scope of duties and  
18 responsibilities for more than thirty (30) calendar days to a higher-level  
19 classification whose range is less than six (6) ranges higher than the range  
20 of the former class will be notified in writing and will be advanced to a  
21 step of the range for the new class that is nearest to five percent (5%)  
22 higher than the amount of the pre-promotional step.  
23

24 B. Nurses who are temporarily assigned the full scope of duties and  
25 responsibilities for more than thirty (30) calendar days to a higher-level  
26 classification whose range is six (6) or more ranges higher than the range  
27 of the former class will be notified in writing and will be advanced to a  
28 step of the range for the new class that is nearest to ten percent (10%)  
29 higher than the amount of the pre-promotional step.  
30

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2 **10.4 Establishing Salaries for New Nurses**

3 The salary of nurses in classes requiring licensure as a registered nurse will be  
4 governed by the "N" Range Salary Schedule.

5  
6 A. A nurse's experience as a registered nurse (RN) and/or licensed practical  
7 nurse (LPN), calculated as follows, will determine the placement of a  
8 nurse on the proper step within an "N" range:

9  
10 1. RN experience will be credited year for year.

11  
12 2. Up to ten (10) years LPN experience will be credited at the rate of  
13 two (2) years LPN experience equals one (1) year of RN  
14 experience, for a maximum credit of five (5) years.

15  
16 **10.5 Periodic Increases**

17 Nurses will receive periodic increases as follows:

18  
19 A. Nurses who are hired at the minimum step of the pay range will receive a  
20 two (2) step increase to base salary following completion of six (6) months  
21 of service, and an additional two (2) step increase annually thereafter, until  
22 they reach step K. After a nurse reaches step K, he or she will receive a  
23 one (1) step increase based on years of experience up to the maximum of  
24 the range.

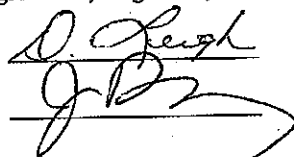
25  
26 B. Nurses who are hired above the minimum step of the salary range will  
27 receive a two (2) step increase annually, on their hire date, until they reach  
28 step K. After a nurse reaches step K, he or she will receive a one (1) step  
29 increase based on years of experience up to the maximum of the range.  
30

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3 **10.6 Salary Assignment Upon Promotion**

4 A. Promotions for Registered Nurses

5 1. Promotional increases for classes requiring licensure as a  
6 registered nurse ("N" ranges) are calculated in the manner  
7 described below.

8  
9 2. A nurse who is promoted into or between classes that have pay  
10 range "N" will advance to the step in the new range, as shown in  
11 the "N" Range Salary Schedule, as described in Subsection 10.1,  
12 which represents the greater of (a), (b) or (c) below.

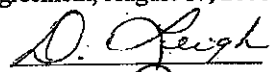
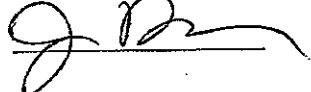
13  
14 a. Placement on the step which coincides with the nurse's  
15 total length of experience as a registered nurse (RN) and/or  
16 licensed practical nurse (LPN). Experience will be credited  
17 as follows:

18  
19 i. RN experience will be credited year for year.

20  
21 ii. Up to ten (10) years LPN experience will be  
22 credited at the rate of two (2) years LPN experience  
23 equals one (1) year of RN experience, for a  
24 maximum credit of five (5) years.

25  
26 Or

27  
28 b. Placement on the step of the new range that is nearest to a  
29 minimum of five percent (5%) higher than the amount of  
30 the pre-promotional step. The appointing authority may

1 authorize more than a five (5%) increase, but the amount  
2 must be on a step within the salary range for the class.  
3

4 Or

5  
6 c. The appointing authority will advance a nurse who is  
7 promoted under any one or more of the following  
8 conditions to the step of the range for the new class that is  
9 nearest to a minimum of ten percent (10%) higher than the  
10 amount of the pre-promotional step. The appointing  
11 authority may authorize more than a ten percent (10%)  
12 increase, but the amount must be on a step within the salary  
13 range for the class.  
14

15 i. When the nurse is promoted to a class whose base  
16 range is six (6) or more ranges higher than the base  
17 range of the nurse's former class.  
18

19 ii. When the nurse is promoted over an intervening  
20 class in the same class series.  
21

22 iii. When the nurse is promoted from one class series to  
23 a higher class in a different series and over an  
24 intervening class in the new series, which would  
25 have represented a promotion.  
26

27 iv. When a nurse's promotion requires a change of  
28 residence to another geographic area to be within a  
29 reasonable commuting distance of the new place of  
30 work.

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2 **10.7 Demotion**

3 A nurse who voluntarily demotes to another position with a lower salary range  
4 maximum will be placed in the new range at a salary equal to his or her previous  
5 base salary. If the previous base salary exceeds the new range, the nurse's base  
6 salary will be set equal to the new range maximum.

7

8 **10.8 Transfer**

9 A transfer is defined as a nurse-initiated move of a nurse from a position to  
10 another position within or between agencies in the same class or a different class  
11 with the same salary range maximum. Transferred nurses will retain their current  
12 base salary.

13

14 **10.9 Reassignment**

15 Reassignment is defined as an agency-initiated move of a nurse within the agency  
16 from one position to another in the same class or a different class with the same  
17 salary range maximum. Upon reassignment, a nurse retains his or her current  
18 base salary.

19

20 **10.10 Reversion**

21 Reversion is defined as voluntary or involuntary movement of a nurse during the  
22 trial service period to the class the nurse most recently held permanent status in,  
23 to a class in the same or lower salary arrange, or separation placement onto the  
24 Employer's internal layoff list. Upon reversion, the base salary the nurse was  
25 receiving prior to promotion will be reinstated.

26

27 **10.11 Elevation**

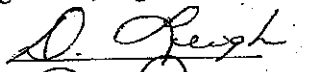
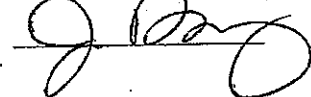
28 Elevation is defined as restoring a nurse to the higher classification, with  
29 permanent status, which was held prior to being granted a demotion or to a class  
30 that is between the current class and the class from which the nurse was demoted.

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1 Upon elevation, a nurse's salary will be determined in the same manner that is  
2 provided from promotion in Section 10.5, above.  
3  
4  
5  
6

7 **10.12 Part-Time Employment**

8 Monthly compensation for part-time employment will be pro-rated based on the  
9 ratio of hours worked to hours required for full-time employment. In the  
10 alternative, part-time nurses may be paid the appropriate hourly rate for all hours  
11 worked.  
12

13 **10.13 Callback**

14 A. Work Preceding or Following a Scheduled Work Shift

15 Overtime-eligible scheduled nurses will be notified prior to their  
16 scheduled quitting time either to return to work after departing the  
17 worksite or to change the starting time of their next scheduled work shift.  
18

19 1. Lack of such notice for such work will be considered a callback  
20 and will result in a penalty of three (3) hours of pay at the basic  
21 salary in addition to all other compensation due. This penalty will  
22 apply to each call.  
23

24 2. The Employer may cancel a callback notification to work extra  
25 hours at anytime but cancellation will not waive the penalty cited  
26 above.  
27

28 B. Work on Scheduled Days Off or Holidays

29 The Employer may assign nurses to work on a day off or holiday.  
30 Overtime- eligible nurses will be notified of such assignments at least  
31 prior to the nurses' normal quitting times on their second workday

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preceding the day off or holiday (except Sunday when it is within the assigned work shift).

1. If the Employer does not give such notice, affected nurses will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.
2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected nurses of such cancellation at least prior to their normal quitting times on their second work day preceding the day off or holiday work assignment, affected nurses will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to nurses on paid leave status.

- C. An employee who is receiving standby pay is not entitled to callback penalty pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of his or her next scheduled work shift.

#### **10.14 Shift Premium for Registered Nurses and Related Classes**

- A. For purposes of this Section, the following definitions apply:

1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.
2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.

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1  
2 B. Registered nurses 1-3 and related job classes requiring licensure as a  
3 registered nurse, licensed practical nurse 1-3, mental health licensed  
4 practical nurse 2-4, and psychiatric security nurse will receive \$1.50 per  
5 hour shift differential for evening shift and night shift work under the  
6 following circumstances:

7  
8 1. Regularly scheduled evening and night shift nurses are entitled to shift  
9 premium for all hours worked.

10  
11 2. Regularly scheduled day shift nurses are not entitled to shift premium  
12 unless:

13  
14 a. The nurse's regular or temporary scheduled work shift includes  
15 hours after 6:00 p.m. and before 6:00 a.m. where no overtime,  
16 schedule change pay, or callback compensation is received. Shift  
17 premium is paid only for those hours actually worked after 6:00  
18 p.m. and before 6:00 a.m.

19  
20 b. The nurse is temporarily assigned a full evening or night shift  
21 where no overtime, schedule change pay, or callback compensation  
22 is received. Shift premium is paid only for all evening or night  
23 shift hours worked in this circumstance.

24  
25 3. Nurses regularly scheduled to work at least one (1), but not all,  
26 evening and/or night shifts are entitled to shift premium for those  
27 shifts. Additionally, these nurses are entitled to shift premium for all  
28 hours adjoining that evening or night shift, which are worked.  
29

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1 C. Part-time and on-call nurses will be entitled to basic shift premium under  
2 the following circumstances:

- 3  
4 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.  
5 2. For assigned full evening or night shifts, as defined in Subsection B.2,  
6 above.

7  
8 D. In cases where shift premium hours are regularly scheduled over a year,  
9 agencies may pay shift premium at a monthly rate that is equal for all  
10 months of the year. Monthly rates will be calculated by dividing twelve  
11 (12) into the amount of shift premium a nurse would earn in a year if the  
12 hourly rules in Subsection B.2 were applied.

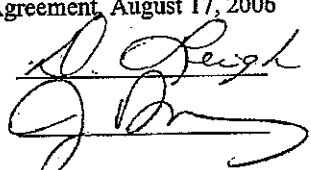
13  
14 E. When a nurse is compensated for working overtime during hours for  
15 which shift premium is authorized in this Section, the overtime rate will be  
16 calculated using the "regular rate."

17  
18 F. Nurses eligible for shift premium for their regularly scheduled shifts will  
19 receive the same proportion of shift premium for respective periods of  
20 authorized paid leave and for holidays not worked which fall within their  
21 regularly scheduled shift.

22  
23 **10.15 Supplemental Shift Premium for Nurses**

24 For the classes of registered nurse 1-3 and related job classes requiring licensure  
25 as a registered nurse, supplemental shift premium will be paid in the amounts and  
26 under the conditions described below. Nurses may qualify for one or both of  
27 these supplemental shift premiums.

28  
29 A. \$1.00 per hour during any hours assigned to work or while on paid leave  
30 from 11:00 p.m. until 7:00 a.m.



1  
2 B. \$3.00 per hour during any hours worked or while on paid leave from  
3 Friday midnight to Sunday midnight.

4  
5 C. Supplemental shift premiums are payable regardless of employment status  
6 and/or whether the work was prescheduled.

7  
8 D. Supplemental shift premiums are not payable during hours other than  
9 those specified.

10  
11 **10.16 Standby**

12 A. A nurse is in standby status while waiting to be engaged to work by the  
13 Employer and both of the following conditions exist:

14  
15 1. The nurse is required to be present at a specified location or is  
16 immediately available to be contacted. The location may be the  
17 nurse's home or other specific location, but not a work site away  
18 from home. When the standby location is the nurse's home, and  
19 the home is on the same state property where the nurse works, the  
20 home is not considered a work site.

21  
22 2. The agency requires the nurse to be prepared to report immediately  
23 for work if the need arises, although the need might not arise.

24  
25 B. Standby status will not be concurrent with work time.

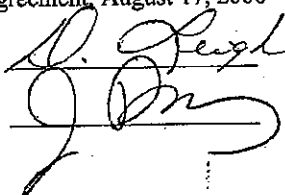
26  
27 C. When the nature of a work assignment confines a nurse during off duty  
28 hours and that confinement is a normal condition of work in the nurse's  
29 position, standby compensation is not required merely because the nurse is  
30 confined.

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- 1
- 2 D. Overtime-eligible nurses on standby status will be compensated at a rate
- 3 of seven percent (7%) of their hourly base salary for time spent in standby
- 4 status.
- 5
- 6 E. Overtime-exempt nurses will be compensated twenty-five dollars (\$25.00)
- 7 for each day or portion thereof spent in standby status. A day is defined as
- 8 a twenty-four (24) hour period beginning on the first hour a nurse is
- 9 assigned standby status.
- 10
- 11 F. Nurses dispatched to emergency fire duty as defined by RCW 38.52.010
- 12 are not eligible for standby pay.
- 13

14 **10.17 Relocation Compensation**

- 15 A. The Employer may authorize lump sum relocation compensation, within
- 16 existing budgetary resources, under the following conditions.
- 17
- 18 1. When it is reasonably necessary that a person make a domiciliary
- 19 move in accepting a reassignment or appointment; or
- 20
- 21 2. It is necessary to successfully recruit or retain a qualified candidate
- 22 or nurse who will have to make a domiciliary move in order to
- 23 accept the position.
- 24
- 25 B. If the nurse receiving the relocation payment terminates or causes
- 26 termination of his or her employment with the state within one (1) year of
- 27 the date of employment, the state will be entitled to reimbursement for the
- 28 moving costs which have been paid and may withhold such sum as
- 29 necessary from any amounts due the nurse. Termination as a result of

layoff or disability separation will not require the nurse to repay the relocation compensation.

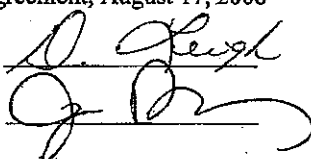
**10.18 Salary Overpayment Recovery**

A. When an agency has determined that a nurse has been overpaid wages, the agency will provide written notice to the nurse that will include the following items:

1. The amount of the overpayment
2. The basis for the claim
3. The rights of the nurse under the terms of this Agreement

B. Method of Payback

1. The nurse must choose one of the following options for paying back the overpayment:
  - a. Voluntary wage deduction
  - b. Cash
  - c. Check
2. The nurse will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made.
3. If the nurse fails to choose one of the three (3) options described above, within the timeframe specified in the agency's written



1 notice of overpayment, the agency will deduct the overpayment  
2 owed from the nurse's wages. This overpayment recovery will  
3 take place over a period of time equal to the number of pay periods  
4 during which the overpayment was made.

- 5  
6 4. Any overpayment amount still outstanding at separation of  
7 employment will be deducted from their final pay.  
8

9 C. Appeal Rights

10 Any dispute concerning the occurrence or amount of the overpayment will  
11 be resolved through the grievance procedure in Article 32 of this  
12 Agreement.  
13

14 **10.19 Dependent Care Salary Reduction Plan**

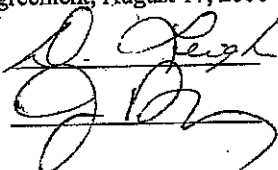
15 The Employer agrees to maintain the current dependent care salary reduction plan  
16 that allows eligible nurses, covered by this Agreement, the option to participate in  
17 dependent care reimbursement program for work-related dependent care expenses  
18 on a pretax basis as permitted by federal tax law or regulation.  
19

20 **10.20 Pre-tax Health Care Premiums**

21 The Employer agrees to provide eligible nurses with the option to pay for the  
22 nurse portion of health premiums on a pre-tax basis, as permitted by federal tax  
23 law or regulation.  
24

25 **10.21 Medical/Dental Expense Account**

26 The Employer agrees to allow insurance eligible nurses, covered by this  
27 Agreement, to participate in a medical and dental expense reimbursement  
28 program to cover co-payments, deductibles and other medical and dental  
29 expenses, if nurses have such costs, or expenses for services not covered by health



1 or dental insurance on a pre-tax basis, as permitted by federal tax law or  
2 regulation.

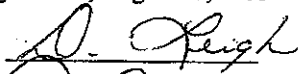
3  
4 **10.22 Voluntary Separation Incentives – Voluntary Retirement Incentives**

5 Agencies will have the discretion to participate in a Voluntary Separation  
6 Incentive Program or a Voluntary Retirement Incentive Program, if such program  
7 is provided for in the 2007 – 2009 operating budget. Such participation must be  
8 in accordance with the program guidelines adopted by the Department of  
9 Personnel and the Department of Retirement Systems, following consultation with  
10 the Office of Financial Management. Program incentives or offering of such  
11 incentives are not subject to the grievance procedure.

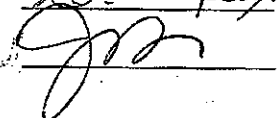
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1 **ARTICLE 11**

2 **HEALTH CARE BENEFITS AMOUNTS**

3  
4 **11.1** The Employer will contribute an amount equal to eighty-eight percent (88%) of  
5 the total weighted average of the health care premium for each bargaining unit  
6 member each month, as determined by the Public Employees Benefits Board  
7 annually for benefits in calendar year 2008 and calendar year 2009, respectively.  
8

9 **11.2** The Employer will pay the entire premium costs for each bargaining unit  
10 employee for basic life, basic long-term disability and dental insurance coverage.  
11

12 **11.3** The Employer will set aside \$20,000,000 in the public employees' and retirees'  
13 insurance account to be used only for the benefit of the Employer and  
14 proportionately for represented and non-represented employees in the event the  
15 health care costs increase more than the trends assumed under this agreement; and  
16 this account will not be used to expand benefits or to reduce the average employee  
17 share of medical insurance premium cost for the total weighted average of the  
18 health care premium to less than twelve percent (12%).  
19

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**ARTICLE 12**  
**PERSONNEL FILES**

12.1 Personnel files will be placed in a secure location determined by the employing agency. A nurse may examine his or her own personnel file. Written authorization from the nurse is required before any representative of the nurse will be granted access to the personnel file. The nurse and/or representative may not remove any contents. A nurse may request a copy of any document contained in his or her personnel file and the Employer may charge a reasonable fee for copying materials beyond the first copy requested by the nurse or his or her representative.

12.2 A nurse will be provided with a copy of all materials placed in his or her personnel file related to job performance. A nurse may provide a written response to any information in the file that he or she considers objectionable that will then be attached to the document.

12.3 The substance of adverse material or information related to nurse misconduct or alleged misconduct that is proven by an administrative body, judicial proceeding, licensing action or through a grievance procedure to be inaccurate, false or where the nurse has been fully exonerated will be removed unless:

A. The nurse requests the information be kept; or

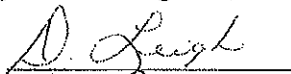
B. The information is related to pending legal action or legal action(s) may reasonably be expected to result.

12.4 Residents, clients, patients, or their legal representatives shall not have access to any nurse's personnel file unless required by court order, subpoena or public

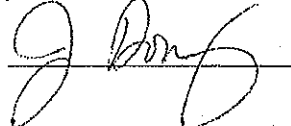
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1 disclosure request. Access to a nurse's personnel file within the employing  
2 agency shall be limited to legitimate state business purposes.

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D. Leigh

Union

J. Davis

**ARTICLE 13**  
**PERFORMANCE EVALUATION**

**13.1 Objective**

The performance evaluation process gives supervisors an opportunity to discuss performance goals with their nurses and assess and review their performance with regard to those goals. Supervisors can then provide support to nurses in their professional development, so that skills and abilities can be aligned with agency requirements.

**13.2 Evaluation Process**

A. A nurse's work performance will be evaluated during probationary and trial service periods and at least annually thereafter. Immediate supervisors will meet with nurses at the start of their review period to discuss performance standards/expectations. Discussions between a nurse and the supervisor will occur throughout the evaluation period, in order to recognize the nurse's accomplishments and address performance issues in a timely manner. Issues not discussed with the nurse during the evaluation period will not be included in the performance evaluation. Nurses will receive copies of their performance standards/expectations as well as notification of any modifications made during the review period.

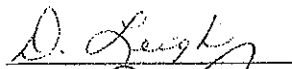
B. Non-nurse supervisors will consult with knowledgeable nurses, where available, regarding the performance of a nurse's professional nursing skills and abilities prior to preparing an evaluation.

C. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer and the nurse's signature. The signature does not signify agreement with the

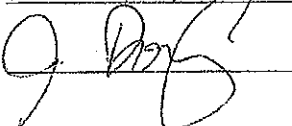
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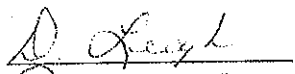
1 evaluation, but only that it has been received. A nurse will be given the  
2 opportunity to provide a written response to the evaluation. A copy of the  
3 performance evaluation will be provided to the nurse at the time of the  
4 review. The original performance evaluation forms, including the nurse's  
5 response, will be maintained in the nurse's personnel file.  
6

7 B. The evaluation process is subject to the grievance procedure. The specific  
8 content of a performance evaluation is not subject to the grievance  
9 procedure unless it was determined to be inaccurate or false, as referred to  
10 in Subsection 12.3 of Article 12, Personnel Files.  
11

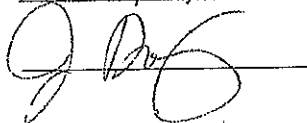
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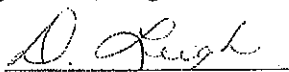
**ARTICLE 14**  
**FLOATING**

Nurses who float will be adequately oriented and have the appropriate basic skills for the units to which they float. Volunteers will be sought first when floating is necessary. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures for which they are not qualified or trained to perform.

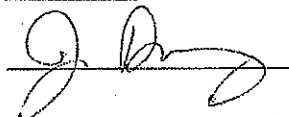
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1 **ARTICLE 15**

2 **HOLIDAYS**

3  
4 **15.1 Paid Holidays**

5 Holidays for nurses in the bargaining unit will be as follows:

6  
7 New Year's Day January 1  
8 Martin Luther King Jr.'s Birthday Third Monday in January  
9 Presidents' Day Third Monday in February  
10 Memorial Day Last Monday in May  
11 Independence Day July 4  
12 Labor Day First Monday in September  
13 Veterans' Day November 11  
14 Thanksgiving Day Fourth Thursday in November  
15 The Friday immediately following Thanksgiving Day  
16 Christmas Day December 25

17  
18 **15.2 Holiday Rules**

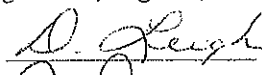
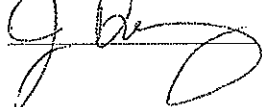
19 The following rules apply to all holidays except the personal holiday:

- 20  
21 A. Nurses will be paid at a straight-time rate even though they do not work.  
22  
23 B. In addition to Subsection A above, nurses will be paid for the hours  
24 actually worked on a holiday at the overtime rate, in accordance with  
25 Article 6, Overtime.  
26

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1  
2 C. For full-time nurses with a Monday-through-Friday work schedule:

- 3  
4 1. When a holiday falls on a Saturday, the Friday before will be the  
5 holiday.  
6  
7 2. When a holiday falls on a Sunday, the following Monday will be  
8 the holiday.  
9

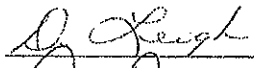

10 D. For full-time nurses who do not have a Monday through Friday work  
11 schedule:

- 12  
13 1. When a holiday falls on the nurse's scheduled workday, that day  
14 will be considered the holiday;  
15  
16 2. When a holiday falls on the nurse's scheduled day off, the agency  
17 will treat the nurse's workday before or after as the holiday.  
18

19 E. The holiday for night shift nurses whose schedule begins on one calendar  
20 day and ends on the next will be determined by the agency. It will start  
21 either at:

- 22  
23 1. The beginning of the scheduled night shift that begins on the  
24 calendar holiday, or  
25  
26 2. The beginning of the shift that precedes the calendar holiday.  
27

28 The decision will be the same for all nurses in a facility unless there is  
29 agreement to do otherwise between the agency and one (1) or more

1 affected nurses, or with the Union, which will constitute agreement of the  
2 nurses.

3  
4 F. Part-time nurses who were employed before and after the holiday and for a  
5 period of at least twelve (12) calendar days during the month (not  
6 including the holiday) will be compensated in cash or compensatory time  
7 for the holiday in an amount proportionate to the time in pay status during  
8 the month to that required for full-time employment.

9  
10 G. A full-time nurse who would otherwise be entitled to a holiday but is on  
11 leave without pay will receive compensation for the holiday, provided he  
12 or she has been in pay status for eighty (80) non-overtime or non-standby  
13 hours during the month, not counting the holiday. Compensation for  
14 holidays for other than full-time nurses during leave without pay will be  
15 proportionate to the time in pay status required for full-time employment.  
16 The nurse must be employed before and after the holiday and for a period  
17 of at least twelve (12) calendar days during  
18 the month in addition to the holiday.

19  
20 **15.3 Personal Holidays**

21 A nurse may select one (1) workday as a personal holiday during the calendar  
22 year if the nurse has been or is scheduled to be continuously employed by the  
23 state for more than four (4) months.

24  
25 A. A nurse who is scheduled to work less than six (6) continuous months  
26 over a period covering two (2) calendar years will receive only one (1)  
27 personal holiday during this period.

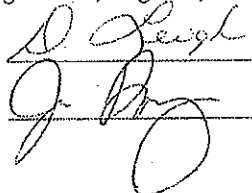
28  
29 B. The Employer will release the nurse from work on the day selected as the  
30 personal holiday, provided:

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The block contains two handwritten signatures. The first signature, for the Employer, is written over a horizontal line and appears to be "D. Leigh". The second signature, for the Union, is written over another horizontal line and is more stylized, possibly reading "J. [unclear]".

1  
2 1. The nurse has given at least fourteen (14) calendar days' written  
3 notice to the supervisor. However, the nurse and the supervisor  
4 may agree upon an earlier date, and  
5

6 2. The number of nurses selecting a particular day off does not  
7 prevent the agency from providing continued public service.  
8

9 C. Personal holidays must be taken during the calendar year or the  
10 entitlement to the day will lapse, except that the entitlement will carry  
11 over to the following year when an otherwise qualified nurse has  
12 requested a personal holiday and the request has been denied.  
13

14 D. Agencies may establish qualifying policies determining which of the  
15 requests for a particular date will or will not be granted when the number  
16 of requests for a personal holiday would impair operational necessity.  
17

18 E. Part-time nurses who are employed during the month in which the  
19 personal holiday is taken will be compensated for the personal holiday in  
20 an amount proportionate to the time in pay status during the month to that  
21 required for full-time employment.  
22

23 F. A personal holiday for full-time nurses will be equivalent to their work  
24 shift on the day selected for personal holiday absence.  
25

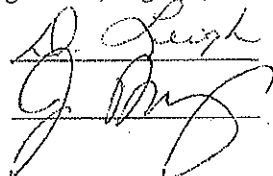
26 G. Part or all of a personal holiday may be donated as shared leave, in  
27 accordance with WAC 357-31-090. Any portion of a personal holiday  
28 that remains or is returned to the nurse will be taken in one (1) absence,  
29 not to exceed the work shift on the day of the absence, subject to the  
30 request and approval as described in Subsections B, C, and D above.

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The block contains two handwritten signatures. The top signature is for the Employer and the bottom signature is for the Union. Both signatures are written in dark ink and are somewhat stylized.



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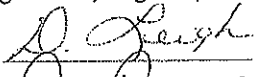
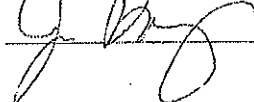
H. Upon request, a nurse will be approved to use part or all of his or her personal holiday for the care of family members as required by the Family Care Act, WAC 296-130. Any portion of a personal holiday that remains will be taken by the nurse in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval process as described in Subsections B, C, and D above.

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**ARTICLE 16**  
**VACATION LEAVE**

4 **16.1 Vacation Leave Credits**

5 After six (6) months of continuous state employment, full-time and part-time  
6 nurses shall be credited with vacation leave they accrued during the previous six  
7 (6) months, according to the rate schedule and accrual eligibility below.  
8 Thereafter, full-time and part-time nurses will be credited with vacation leave  
9 accrued monthly, according to the rate schedule and vacation leave accrual below.

11 **16.2 Vacation Leave Accrual**

12 Full-time nurses who have been in pay status for eighty (80) non-overtime hours  
13 in a calendar month will accrue vacation leave according to the rate schedule  
14 provided in subsection 16.3. Vacation leave accrual for part-time nurses will be  
15 proportionate to the number of hours the part-time nurse is in pay status during  
16 the month to that required for full-time employment.

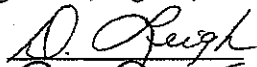
18 **16.3 Vacation Leave Accrual Rate Schedule**

Full Years of Service	Hours Per Year
During the first year of current continuous employment	Ninety-six (96)
During the second year of current continuous employment	One hundred four (104)
During the third and fourth years of current continuous employment	One hundred twelve (112)
During the fifth, sixth, and seventh years of current continuous employment	One hundred twenty (120)
During the eighth, ninth, and tenth years	One hundred twenty-eight (128)

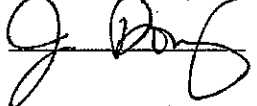
Tentative Agreement, August 3, 2006

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of total employment	
During the eleventh year of total employment	One hundred thirty-six (136)
During the twelfth year of total employment	One hundred forty-four (144)
During the thirteenth year of total employment	One hundred fifty-two (152)
During the fourteenth year of total employment	One hundred sixty (160)
During the fifteenth year of total employment	One hundred sixty-eight (168)
During the sixteenth year of total employment and after	One hundred seventy-six (176)

#### 16.4 Vacation Scheduling

A. Nurses may submit in writing to their supervisor their preferences for different segments of vacation for the period May 1<sup>st</sup> of the current year through the end of April of the next year. Nurses must submit their request by February 1<sup>st</sup> to allow sufficient time for the Employer to compile and post a vacation leave schedule by March 1<sup>st</sup>. Nurses on this schedule shall have priority and will be granted vacation leave at the times specified, if possible. Vacation scheduling for nurses requesting segments will have priority over nurse requests for individual days off.

B. In the event that two (2) or more nurses request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference shall be determined by seniority for up to three (3) segments of vacation, except as provided in D below. A "segment" is five (5) or more contiguous days of vacation leave including holidays and days off.

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*[Handwritten signature of Employer]*  
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1  
2 C. In addition to vacation leave approved in Subsection B above, nurses may  
3 request vacation leave at any time on a first come, first served basis.  
4 Approval of supplemental requests shall take into consideration program  
5 demands, operational needs and the annual vacation leave schedule.  
6

7 D. Annual vacation scheduling for the week in which the 4th of July,  
8 Thanksgiving, Christmas and New Year's Day will be approved on a  
9 seniority basis if there are no conflicting requests. If there are conflicting  
10 requests, then the same vacation period will not be granted to the same  
11 nurse annually so that equitable access exists in obtaining vacation time.  
12 The week will begin at 12:01 a.m. on the Sunday preceding the holiday.  
13

14 E. Nurses shall not request or be authorized to take scheduled vacation leave  
15 if they will not have sufficient vacation leave to cover such absence at the  
16 time requested vacation is to be taken.  
17

18 **16.5 Family Care**

19 Nurses may use vacation leave for care of family members as required by the  
20 Family Care Act, WAC 296-130.  
21

22 **16.6 Vacation Cancellation**

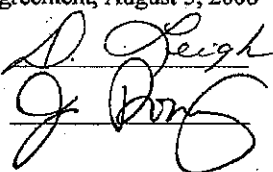
23 With reasonable notice, the Employer may cancel scheduled vacation leave due to  
24 unforeseen emergencies when it is determined that the needs of the program will  
25 be substantially impaired. Affected nurses may select new vacation leave from  
26 available dates.  
27  
28  
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30

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The block contains two handwritten signatures. The top signature is for the Employer, and the bottom signature is for the Union. Both are written in dark ink.

1   **16.7   Vacation Leave Maximum**

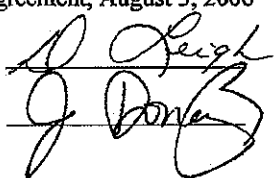
2       Nurses may accumulate maximum vacation balances not to exceed two hundred  
3       forty (240) hours. However, there are two (2) exceptions that allow vacation  
4       leave to accumulate above the maximum:

5  
6       A.    If a nurse's request for vacation leave is denied and the nurse has not  
7       exceeded the vacation leave maximum (240 hours), the Appointing  
8       Authority or designee may grant an extension for each month that the  
9       nurse's request for vacation leave is deferred.

10  
11       B.   A nurse may also accumulate vacation leave days in excess of two  
12       hundred forty (240) hours as long as the nurse uses the excess balance  
13       prior to his or her anniversary date. Any leave in excess of the maximum  
14       that is not deferred in advance of its accrual as described above, shall be  
15       lost on the nurse's anniversary date.

16  
17   **16.8   Separation**

18       Nurses who have completed six (6) continuous months of employment and who  
19       separate from service by resignation, layoff, dismissal, retirement or death are  
20       entitled to a lump sum cash payment for all unused vacation leave. In the case of  
21       a voluntary resignation, a nurse may be required to provide fourteen (14) calendar  
22       days' notice to qualify for such lump sum cash payment.

The block contains two handwritten signatures. The top signature, written over the 'Employer' label, appears to be 'D. Leigh'. The bottom signature, written over the 'Union' label, appears to be 'J. Donato'.

1 **ARTICLE 17**

2 **SICK LEAVE**

3  
4 **17.1 Sick Leave Accrual**

5 A full-time nurse will accrue eight (8) hours of sick leave after he or she has been  
6 in pay status for eighty (80) non-overtime hours in a calendar month. Part-time  
7 nurses will accrue sick leave in an amount proportionate to the number of hours  
8 the part-time nurse is in pay status in the month.

9  
10 **17.2 Sick Leave Use**

11 Sick leave may be used for:

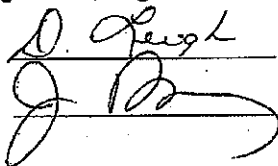
- 12
- 13 A. A personal illness, injury or medical disability that prevents the nurse from  
14 performing his or her job, or personal medical or dental appointments.
- 15
- 16 B. Care of family members as required by the Family Care Act, WAC 296-  
17 130.
- 18
- 19 C. Exposure of the nurse to contagious disease when attendance at work  
20 would jeopardize the health of others.
- 21
- 22 D. Preventative health care of relatives or household members, up to one (1)  
23 day for each occurrence.
- 24
- 25 E. Illness of a child.
- 26
- 27 F. Illness of relatives or household members, up to five (5) days for each  
28 occurrence or as extended by the Employer.
- 29

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G. A death of any relative that requires the nurse's absence from work. Sick leave use for bereavement is limited to three (3) days or as extended by the agency for travel. In addition to relatives defined in Article 18.3, relatives are defined for this purpose as also including aunt, uncle, niece, nephew, first cousin, son in law, daughter in law, brother-in-law, sister-in-law and corresponding relatives of the nurse's spouse or significant other.

### **17.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes**

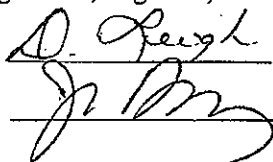
The Employer will allow a nurse to use compensatory time or vacation leave for sick leave purposes. Except as provided in Article 16.6, a nurse may be denied the ability to use compensatory time or vacation leave for sick leave purposes if the nurse has documented attendance problems. All compensatory time or vacation leave requests for sick leave purposes will indicate that the compensatory time or vacation leave is being requested in lieu of sick leave.

### **17.4 Restoration of Vacation Leave**

In the event a nurse is injured or becomes ill while on vacation leave, the nurse may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

### **17.5 Sick Leave Reporting and Verification**

A nurse must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the nurse is in a position where a relief replacement is necessary, the nurse shall make every effort to notify his or her supervisor or designated contact at least two (2) hours prior to his or her scheduled time to report to work but, in no case less than one (1) hour prior to his or her scheduled time to report to work. Nurses will complete a leave request form for any sick leave taken immediately upon his or her return to work. A nurse returning to work after any sick leave absence may be required to provide written certification from his or her health care provider



1 when there is cause to suspect sick leave abuse; to assist agencies in protecting the  
2 nurses from returning to work too soon following an illness or injury; or to protect  
3 fellow employees or clients from contagious illness. A medical certificate must  
4 be required if the reason for the personal illness, as cited in Subsection 17.2  
5 above, continued for more than ten (10) continuous work days. Failure to provide  
6 a written medical certificate, when required, may result in the absence being  
7 treated as unauthorized leave without pay, which may be cause for disciplinary  
8 action.

9  
10 **17.6 Sick Leave Annual Cash Out**

11 Each January, nurses are eligible to receive cash on a one (1) hour for four (4)  
12 hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

- 13  
14 A. Their sick leave balance at the end of the previous calendar year exceeds  
15 four hundred and eighty (480) hours;  
16  
17 B. The converted sick leave hours do not reduce their previous calendar year  
18 sick leave balance below four hundred and eighty (480) hours; and  
19  
20 C. They notify their payroll office by January 31<sup>st</sup> that they would like to  
21 convert their sick leave hours earned during the previous calendar year,  
22 minus any sick leave hours used during the previous year, to cash.  
23

24 All converted hours will be deducted from the nurse's sick leave balance.  
25

26 **17.7 Sick Leave Separation Cash Out**

27 At the time of retirement from state service or at death, an eligible nurse or the  
28 nurse's estate will receive cash for his or her total sick leave balance on a one (1)  
29 hour for four (4) hours basis. For the purposes of this Section, retirement shall  
30 not include "vested out of service" nurses who leave funds on deposit with the



1 retirement system. In accordance with state and federal law, agencies and nurses  
2 in bargaining units may agree to form Voluntary Employee Beneficiary  
3 Associations (tax-free medical spending accounts) funded by the retiree sick leave  
4 cash out described above.  
5

6 **17.8 Reemployment**

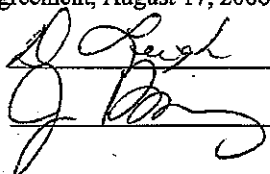
7 Former state nurses who are re-employed within five (5) years of leaving state  
8 service shall be granted all unused sick leave credits they had at separation.  
9

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The block contains two handwritten signatures. The top signature, for the Employer, is written in dark ink and appears to be "J. L. Smith". The bottom signature, for the Union, is also in dark ink and appears to be "J. Brown". Both signatures are written over horizontal lines that serve as baselines for the text.

**ARTICLE 18**  
**MISCELLANEOUS LEAVE**

**18.1** Subject to the Employer's approval, nurses may be allowed paid leave, during scheduled work time, for:

- A. Examinations or interviews for state employment,
- B. To receive assessment from the Employee Advisory Service, or
- C. To serve as a member of a jury.

Nurses shall receive their base salary and be allowed to retain any compensation paid to them for their jury duty service.

**18.2** A nurse will receive leave with pay if he or she is subpoenaed to appear as a witness in court or an administrative hearing during scheduled work time, except when the nurse is a party in the matter, has an economic interest in the matter, or is appearing as a witness against the Employer.

**18.3 Bereavement Leave**

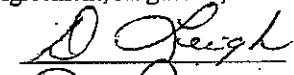
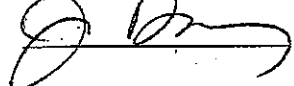
- A. A nurse is entitled to three (3) days of paid bereavement leave if his, or her family member, domestic partner, or the parent or child of a domestic partner dies. A nurse may request less than three (3) days of bereavement leave.
- B. The Employer may require verification of the family member's or domestic partner's death.
- C. In addition to paid bereavement leave, the Employer may approve a nurse's request to use compensatory time, sick leave, vacation leave,

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1 exchange time, his or her personal holiday or leave without pay for  
2 purposes of bereavement and in accordance with this agreement.  
3

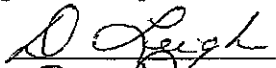
4 D. For purposes of this sub-article a family member is defined as parent, step-  
5 parent, sister, brother, parent-in-law, spouse, grandparent, grandchild,  
6 minor/dependent child or child.  
7

8 18.4 Nurses shall not be eligible for per diem or travel expenses under this Article.  
9

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